

1894-043 Chancery Causes: C. S. Harris vs. H. L. Woodward
Lee Co.

CA-Contract Dispute
T-Property

-Deed

To the Hon W H K Morrison, Judge of the Circuit
Court for Lee County Va

Humbley complaining, your
Orator A L Harris would respectfully
show unto your Honor that on the
20 day of July 1893 he sold a certain Tract
of land lying in Lee County about
5 miles West of Jonesville containing
80 acres to one W L Woodward for the
sum of \$1400 to be paid as follows - \$85
~~to be~~ paid by a bay fee valued at said
amount; \$515 to be paid in 30 days from
said 20th July 1893; \$400 to be paid August
20th 1894 and \$400 to be paid August 20
1895 which said deferred payments
were to bear interest from date which
said Contract was reduced to writing
and signed by both parties which is
herewith filed as part here of Motion
Exhibit "A"

Your Orator will now show
unto your Honor that the said
first deferred payment is now
due and unpaid and that the
said W L Woodward, although often
requested has failed and refused and
still does fail and refuse to pay the same
that pursuant to the terms of said
Contract your Orator was to make

Your orator will further show that said H. L. Woodward upon demand made by him refused to deliver the said \$515 note and still refuses to deliver and turn over to him said \$515 note.

and deliver to the said H. L. Woodward a deed with covenants of general warranty upon the payment of the said \$515 note and retain a vendor's lien for the \$500 still remaining due thereon. And your orator will further show that on the 2nd day of August, 1893 he made and acknowledged a deed pursuant to the terms of said contract which he sent to Judge H. J. Morgan to be delivered to the said H. L. Woodward when said \$515 note was paid and which deed he now files herewith as an escrow to be delivered when said Woodward complies with his said contract. Said deed is filed as part hereof marked Exhibit "B" and also said \$515 note marked as Exhibit "C" which are asked to be read and treated as part hereof. # The premises considered the prayer of your orator is that the said H. L. Woodward be made a party defendant hereto and be required to answer the same, answer under oath as expressly waived; that upon a hearing thereof said Woodward be decreed to specifically perform said contract and that

the said tract of land which is
specifically described in Exhibit 'B'
be sold and out of the proceeds of
said sale the said \$75 note be paid
and provision be made in said
deed of sale for the remaining
purchase money not yet due
as well as the \$50 the agreed value of the
said bay fully paid for ~~at~~ a decree over
against the said W. L. Woodward, should
said land fail to bring enough to satisfy
the purchased price agreed to be paid
by the said W. L. Woodward: and for
advice ~~other~~, further, general and
special relief as to Equity belongs and
is suited to his case: And in equity
bound he will ever pray &c

Deane Matthews Maynor

pg

A. S. Harris

Bill Tucker

J. H. Woodward

Filed Oct 5th 1893

A. B. Munnery
clerk

1893. 2nd Oct Rules Bill
filed & not Ed
& continued
1st Nov. Rules contd

" 2 " "

" 1 + 2 Dec " "

1894 1 + 2 Jan " "

" 1 + 2 Feb " "

" March Term decre
final March 7th

1894 O & B 554

CS Harris
vs
J De Chauncy
W L Woodward

The matters in controversy in this
suit having been settled between
the parties. On motion of the plaintiff
the bill is dismissed at his costs and
it is adjudged ordered and decreed that
the notes of defendant be cancelled and
delivered up to him by his leaving a
copy with the clerk, and this
cause is stricken from the docket.

C. S. Harris
 vs In chy
 H. R. Woodward

Entered in chancery
 order book page 53H
 March 7th 1894.

Suley this decree
 this 7 Mar. 1894
 H. R. Woodward
 C. S. Harris

This Agreement made this the
20th day of July 1893 by and
between C. S. Harris of Big Stone
Gap Va party of the first part
and H. L. Woodward of Lee Co.
Va party of the second part, witness.
That for and in consideration of
Fourteen hundred dollars (\$1400.⁰⁰)
paid and to be paid ^{by the said second party} as follows;
to wit: One 2 year old ^{bay} filly
valued at \$85.⁰⁰ received to day as
cash and Five hundred and
fifteen dollars (\$515.⁰⁰) to be paid
on Aug. the 20th 1893. and four
hundred dollars to be paid Aug.
20th 1894 and four hundred dollars
to be paid Aug. the 20th 1895.
Bearing 6% interest from date
The party of the first part
sells and agrees to convey unto
The said second party one certain
piece of land lying west of
Lawsonville, ^{Va near} 5 miles and containing
80 acres more or less and
being the same land bought of
E. W. R. Ewing. The said first-
party agrees to make a deed
of general warranty upon the
payment of the \$515.⁰⁰ due in

30 days, but it is expressly understood that a lien shall be retained in said deed to secure the payment of the \$800.00. Said Woodward agrees to pasture said filly ^{free} with his own stock and to care for her as he does his own until said Harris chooses to remove her. It is also agreed that said Woodward is to pay the tax for 1893.

Witness the following
signatures & seal This the
day above written.

Witness

C. S. Harris (Seal)
H. L. Woodward, (Seal)

C. S. Harris

Contract

3/3/93

H. L. Woodward

"A"

This INDENTURE, made this the 2d day of August, 1893, by and between C. S. Harris, and Maggie S. Harris, his wife, of Big Stone Gap, Va., parties of the first part, and H. L. Woodward of Lee County, Va., party of the second part.

WITNESSETH, that the said C. S. Harris, and Maggie his wife, for and in consideration of the sum of Fourteen Hundred Dollars, (\$1400.00), paid and to be paid as follows, to-wit: One two year old Bay filly, valued at Eighty-five Dollars, (\$85.00) in hand paid, the receipt whereof is hereby acknowledged, and Five Hundred and Fifteen Dollars, (\$515.00), to be paid on August 20th 1893, and Four Hundred Dollars, (\$400.00), to be paid on August 20th 1894, and Four Hundred Dollars, (\$400.00), to be paid on August 20th 1895, notes having been executed for the deferred payments, and a vendors lien is retained on the property hereinafter conveyed, to secure the payment thereof; in consideration whereof, the party of the first part, do hereby grant, bargain, sell, release and confirm to the said H. L. Woodward, his heirs and assigns forever, all of that certain tract or parcel of land lying in Lee County, Va., and containing Eighty acres (80), to be the same more or less, and bounded and described as follows, to-wit:

Beginning on the North side of Trading Creek at a Sycamore a little below where the State road crosses the creek, a corner with Z. S. Gibson's land (formerly T. F. Gibson's) corner now down; Thence, S. 9, E. 48 P. crossing said creek with Gibson's line to a stake in the river road; Thence, with the same S. 5-1/2 W. 9 P. to a stake; Thence, S. 60-1/4 W. 8 P. and 6 links to the mouth of a Lane; Thence, with said lane S. 8-3/4 E. 68-1/4 P. to a White Oak; Thence, S. 39-1/4 E. 154 P. to four Cedars on the old line; Thence, S. 76 E. 12 P. to a bunch of Post Oaks; Thence, leaving said line N. 32 W. 108-1/2 P. to a pile of rocks 6 links N.-W. of a marked Cedar; Thence, N. 200 P. to the middle of Trading Creek, and with the same S. 84 W. 38 P.; Thence, S. 23 W. 46 P. to the beginning, containing 80 acres more or less.

Being the same tract of land conveyed by E. W. R. Ewing of Jonesville, Va., to C. S. Harris, by deed bearing date 10th day of September, 1893, which is recorded in Lee County Clerk's office in Deed Book 28, Page 294, to which refference is heremade for a more complete discription. Together with all the appurtenances to the said land belonging or in anywise appertaining. TO HAVE AND TO HOLD the said tract or parcel of land, with its appurtenances afore said, unto the said H. L. Woodward, his heirs and assigns forever.

And the said C. S. Harris, and Maggie, his wife, for themself and their heirs, doth covenant and agree with the said H. L. Woodward, his heirs and assigns, in manner and ~~form~~^{form} following, to-wit:

That the said C. S. Harris, and Maggie, his wife, are seised in fee-simple of said tract or parcel of land, with its appurtenances aforesaid.

That the said C. S. Harris, and Maggie, his wife, have good right and lawful power to convey said tract of land, with its appurtenances, to the said H. L. Woodward in fee-simple.

That the said H. L. Woodward, and his heirs and assigns, shall have quiet and peacable possession of the said land, with its appurtenances aforesaid, forever.

That the said tract or parcel of land, with its appurtenances aforesaid, is free from all incumbrances and charges whatsoever; ~~xan~~ and That the said C. S. Harris, and Maggie, his wife, shall execute such further assurances of and for the said land, and its appurtenances, as may be requisite to make the title thereto of the the said H. L. Woodward, his heirs and assigns, sure and complete for ever.

WITNESS the hands and seals of the parties of the first part, the day and year first above written.

C. S. Harris (Seal)

Maggie S. Harris (Seal)

Virginia, Wise County, to-wit:

I, B. O. Ferguson, a Justice of the Peace, in and for the county and state aforesaid, do certify, that C. S. Harris, and Maggie S. Harris, his wife, whose names are signed to the foregoing deed bearing date 2d day of August, 1893, have acknowledged the same before me, in my county aforesaid. Given under my hand, this 2d day of August, 1893.

B. O. Ferguson J. P.

Esstams review

to [scribble] Due put
as Exhibit "B"

H L Woodward

\$ 515.00

Jonesville, Va., July 20th 1893.

Thirty
C. S. Harris

days after date 2 I promise to pay to the Order of

the sum of

Five hundred & fifteen dollars and _____ cents,
 for value received negotiable and payable at POWELL'S VALLEY BANK, and I waive the
 benefit of my homestead exemptions as to said debt Given under my hands the day and
 date above.

Due Aug. 19th 1893

H. L. Woodward

Pay Henry J Morgan Bank
or order
C. S. Harris.

Exhibit "C"

As endorser of this note . . . waive pro-
test thereof and the benefit of . . . homestead
exemptions as to the debt mentioned within.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon H L Woodward

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the third Monday in October, 1893, to answer a bill in Chancery, exhibited against him in our said court by C. S. Harris

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 5th day of October, 1893, and in the 11th year of the Commonwealth.

A B Munsey Clerk.

C. S. Harris

vs. { SUBPÆNA
IN CHANCERY.

H. L. Woodward

Duncan, M. T. M. p. q.

To 2nd October Rules,

Circuit Court.

Not Executed
on account of
Sickness This
Oct 14 1898

L. M. Wade D. S.

Bar J. E. Filgurny

S. L. C.
Think Teaching

School

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

H. L. Woodward

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *third* Monday in *October*, 189*3*, to answer a bill in Chancery, exhibited against *him* in our said court by *C. S. Harris*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *5th* day of *October*, 189*3*, and in the 11 *8th* year of the Commonwealth.

A. B. Munsey Clerk.

A Copy Teste

A. B. Munsey clerk

.....

vs. { **SUBPŒNA**
 { **IN CHANCERY.**

.....

.....*p. q.*

To.....*Rules,*
Circuit Court.
